

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

December 13, 2005

Board of Supervisors
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DON KNABE
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MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE AMENDMENTS NUMBER TWO TO EXTEND TWO COMMUNITY TREATMENT FACILITY AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

JOINT RECOMMENDATION WITH THE CHIEF PROBATION OFFICER AND THE DIRECTOR OF THE DEPARTMENT OF MENTAL HEALTH THAT YOUR BOARD:

- 1. Approve and authorize to the Director of Department of Children and Family Services (DCFS) to execute Amendment Number Two, similar to Attachment A, with Star View Children and Family Services, Inc. (Star View) and Vista Del Mar Child and Family Services (Vista Del Mar) to extend the terms of the Community Treatment Facilities (CTF) Agreements for three additional months from January 1, 2006 through March 31, 2006, with the option to extend on a month-to-month basis for up to three (3) additional months, from April 1, 2006 through June 30, 2006, for the provision of CTF services. The cost to extend the agreements through March 2006 is approximately \$514,320. If all three additional month-to-month extension options are exercised, the total cost for the period January through June 2006 will be approximately \$1,028,640. The costs will be financed using approximately 27.8% State revenue and 72.2% net County cost (NCC). Sufficient funding is included in the FY 2005-06 Adopted Budget.
- 2. Delegate authority to the Director of DCFS, or his designee, to continue the CTF Agreements with Star View and Vista Del Mar on a month-to-month basis by written notice, for up to three additional months, from April 1, 2006 through June 30, 2006, if necessary, after Chief Administrative Office (CAO) approval; and instruct the Director of DCFS to notify your Board and the CAO, in writing, within ten workdays that an extension option has been exercised.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The CTF Agreements with Star View and Vista Del Mar were approved and adopted by your Board on June 29, 2004. The original term of the Agreements was six months with the option to extend for an additional six (6) months that expired on June 30, 2005. On June 6, 2005, the California Department of Social Services (CDSS) approved a 6-month extension from July 1, 2005 through December 31, 2005 to allow the County to conduct an audit/cost analysis of the two incumbent providers and develop standard reporting forms for the CTF providers for use in future contracts. Subsequently, on June 21, 2005 your Board approved and adopted the extension as granted by the State.

DCFS is in the process of re-negotiating with these two providers for new contracts to be secured under procurement by negotiation. The services provided under the supplemental rates need to be clearly defined to ensure they are necessary and sufficient to cover the cost of services needed beyond the level of services provided under the RCL 14 rate. The Auditor-Controller (A-C) obtained fiscal data from Star View and Vista Del Mar. After analyzing the data, the A-C has determined that additional detailed information are required for both agencies and recommends that each agency prepare documentation justifying the need for the rate supplement they received including any new developments regarding the CTF program. This documentation will be the basis of the A-C's further review to complete their final audit report.

In addition, DCFS needs to work together with Probation Department (Probation) and the Department of Mental Health (DMH) in developing the standard reporting forms to report and reconcile with revenue the monthly supplemental rates for use by providers in future contracts. These actions will require additional time and coordination expected to go beyond the expiration of the current contract terms ending on December 31, 2005. Negotiations with Star View and Vista Del Mar will be finalized after the cost analysis/fiscal audit is completed. Therefore, the existing Agreements must be extended to ensure no lapse in services.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of negotiating these amendments with other involved agencies and the providers.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #1 (Service Excellence), Goal #4 (Fiscal Responsibility), and Goal #5 (Children and Families Well-Being). The recommended action will ensure that services will continue without interruption.

FISCAL IMPACT/FINANCING

There will be no change in the payment rate pending a determination of the necessity and sufficiency of the supplemental rates. Both Star View and Vista Del Mar are reimbursed at the RCL 14 rate of \$6,371 per child per month. In addition, both providers receive a supplemental rate of \$2,500 per month per child. Vista Del Mar currently receives an additional supplemental rate of \$1,260 per month per child. Therefore, the total cost per month for each child in Star View and Vista Del Mar is \$8,871 and \$10,131, respectively.

The occupancy rate at the CTFs is at 90%. This occupancy rate is reflected in the cost to extend the agreements. The cost to extend the agreements from January 1 through March 31, 2006 is approximately \$514,320. If all three additional month-to-month extension options are exercised, the total cost for the period January through June 2006 will be approximately \$1,028,640.

Sufficient funding is included in the FY 2005-06 Adopted Budget. The costs will be financed using approximately 27.8% State revenue and 72.2% NCC. The additional supplemental rate of \$1,260 for Vista Del Mar is 100% NCC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Superior Court gives responsibility for the care, custody, and control for each Dependent Child to DCFS, and for each Ward to Probation. There is no court involvement with DMH clients, Parents voluntarily place their child. The recommended action before the Board will allow CTF contractors to provide continuous services and treatment without interruption.

Star View and Vista Del Mar are the only two facilities licensed by the California Department Social Services (CDSS) to provide CTF services in Los Angeles County. Pursuant to the Welfare and Institutions Code (WIC) Section 4094.2 (d), which authorizes the CTF supplemental placement cost of \$2,500, the CTF supplemental placement cost is \$2,500 in addition to the RCL 14 rate of \$6,371 per child per month and is authorized for the State's Fiscal Year 2004-2005. Star View has 40 beds and Vista Del Mar has 24 beds available for placements. Under the original negotiated contract with Vista Del Mar, the facility requested and was provided an additional \$1,260 per child per month to offset operating costs such as building depreciation.

Contractor's Staff Identification under Administration of Contract-Contractor as a Board-required provision is not included in this Amendment Number Two since it does not apply to this contract. The Contractor's staff does not enter County facilities. The CAO and County Counsel have reviewed this Board Letter and Amendments. County Counsel has approved the Amendments as to the form.

CONTRACTING PROCESS

There is no additional contracting process needed for this action.

DCFS requested and received approval from the State to extend these Agreements from January through June 2006.

IMPACT ON CURRENT SERVICES

Approval of these amendments will allow the continuation of CTF services to be provided without interruption.

CONCLUSION

Upon approval of the both Amendments Number Two by your Board, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board Letter and the Form Amendment to:

- Department of Children and Family Services Contracts Administration Attention: Walter Chan, Manager 425 Shatto Place, Room 400 Los Angeles, CA 90020
- Department of Mental Health
 Contracts Development and Administration Division
 Attention: Richard Kushi, Chief
 550 S. Vermont Avenue
 Los Angeles, CA 90020
- Probation Department
 Contract Management Division
 Attention: Yolanda Young, Director
 9150 E. Imperial Hwy
 Downey, CA 90242

4. Office of the County Counsel Social Services Division Attention: Diane A. Cachenaut 201 Centre Plaza Drive Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, Ph.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

MARVIN J. SOUTHARD, D.S.W. DIRECTOR, DEPARTMENT OF MENTAL HEALTH

PAUL HIGA, CHIEF PROBATION OFFICER

DS:AC:WC:RML:bv

Attachment (1)

c: Chief Administrative Office County Counsel



AMENDMENT NUMBER TWO TO AGREEMENT NUMBER ______FOR COMMUNITY TREATMENT FACILITY SERVICES BETWEEN COUNTY OF LOS ANGELES AND

DECEMBER 2005

AMENDMENT NUMBER TWO TO AGREEMENT WITH

REFERENCE IS MADE TO THE DOCUMENT ENTITLED COMMUNITY TF	REATMENT
FACILITY AGREEMENT WITH	ADOPTED
BY THE BOARD OF SUPERVISORS ON JUNE 29, 2004, AND	
IDENTIFIED AS AGREEMENT NUMBER, HEREINAFTER F	REFERRED
TO AS "AGREEMENT" AND AMENDED ON	_DAY OF
, 2005.	

Effective January 1, 2006;

- 1. Section 1.0, APPLICABLE LAWS, REGULATIONS, AND DOCUMENTS, Subsection 1.2 is amended to read as follows:
 - 1.2 Exhibits A, and C through L are attached to and form a part of this Agreement. Exhibit B, Contractor's CTF Program Statement is not attached hereto, but is on file with DCFS Group Home Resource Development and Support and DCFS Contracts Administration. This exhibit is incorporated by reference in full as though fully set forth herein. In addition, CONTRACTOR acknowledges receipt of the COUNTY's Department of Children and Family Services (DCFS) Accounting and Operating Handbook, and understands and agrees that it establishes the minimum requirements for contract accounting, internal control, financial reporting and contract administrative review by the COUNTY.
- 2. Section 5.0 **TERM**, subsections 5.6, 5.7, and 5.8 are hereby added to read as follows:
 - 5.6 The term of this Agreement shall be extended for three months, to commence on January 1, 2006, and shall continue through March 31, 2006, unless terminated earlier as provided herein.
 - 5.7 The term of this Agreement may be extended beyond March 31, 2006, on a month to month basis, up to three (3) additional months ending June 30, 2006 to be exercised by giving written notice to CONTRACTOR, by the Director no later than thirty (30) days prior to the end of the contract term, after Chief Administrative Office approval. Notice shall be given as set forth in Section 28.0 of this Agreement.
 - 5.8 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately

repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from the contractor's CTF following termination of this Contract, COUNTY will pay based upon the group home's RCL rate.

3. Section 55.0, DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT, is deleted in its entirety and replaced as follows:

55.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 55.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 55.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 55.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 55.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 55.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 55.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 55.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the

hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 55.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 55.9 These terms shall also apply to Subcontractors of COUNTY Contractors.
- 4. Sections 61.0, ADMINISTRATION OF CONTRACT CONTRACTOR, and 62.0, ADMINISTRATION OF CONTRACT – COUNTY, are added to read as follows:

61.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

- 61.1 CONTRACTOR's Program Director
 - 61.1.1 CONTRACTOR's Program Director is designated in Exhibit J, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.
 - 61.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.
- 61.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

61.3 Background and Security Investigations

- 61.3.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 61.3.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 61.3.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 61.3.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 61.4.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

61.4 Confidentiality

61.4.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 61.4.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 61.4.3 CONTRACTOR shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 61.4.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement".
- 61.4.5 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 61.4.6 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 61.4.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

62.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit K, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

62.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Section 3.0, Changes and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

62.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

62.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-today administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

5. Section 63.0, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE is added to read as follows:

63.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased

Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, the County seeks to ensure that all COUNTY CONTRACTORs which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER TWO TO AGREEMENT WITH

has caused this Amendment Numbe Director of the Department of Children has subscribed the same through its	of Supervisors of the COUNTY of Los Angeles of Two to be subscribed on its behalf by the and Family Services and the CONTRACTOR authorized officers on 2005. ONTRACTOR warrants under penalty of perjury CONTRACTOR.
	COUNTY OF LOS ANGELES
	DAVID SANDERS, PH.D., DIRECTOR Department of Children and Family Services
	CONTRACTOR
	Ву
	Name
	Title
	Ву
	Name
	Title
	Tax Identification Number
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNS RAYMOND G. FORTNER, Jr. COUNTY COUNSEL	SEL
BYCounty Counsel	_

ADMINISTRATION OF CONTRACT CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME	∃:
CONTRACT NO.	
	CONTRACTOR'S PROGRAM DIRECTOR:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
	CONTRACTOR'S AUTHORIZED OFFICIAL(S)
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
	Notices to Contractor shall be sent to the following address:
Address:	

ADMINISTRATION OF CONTRACT COUNTY'S ADMINISTRATION

CONTRACT NO	
Name	COUNTY PROGRAM DIRECTOR:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
	COUNTY PROGRAM MANAGER:
Name:	
Title:	
Address:	
Tolophono:	
Telephone: Facsimile:	
E-Mail Address:	
E-Mail Address.	
	COUNTY CONTRACT PROGRAM MONITOR:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
E Mail / Mail Coo.	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Address				-
Internal Revenue Service Employer Identification Number				-
California Registry of Charitable Trusts "CT" number (if applicable)				-
The Nonprofit Integrity Act (S8 1262, Chapter 919) added requiremer Supervision of Trustees and Fundraisers for Charitable Purposes Act those receiving and raising charitable contributions.				
CERTIFICATION	YE	ES	NC)
roposer or Contractor has examined its activities and determined that does not now receive or raise charitable contributions regulated under alifornia's Supervision of Trustees and Fundraisers for Charitable urposes Act. If Proposer engages in activities subjecting it to those ws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California tate Attorney General's Registry of Charitable Trusts when filed.	()	()
OR				
roposer or Contractor is registered with the California Registry of haritable Trusts under the CT number listed above and is in ampliance with its registration and reporting requirements under alifornia law. Attached is a copy of its most recent filing with the egistry of Charitable Trusts as required by Title 11 California Code of egulations, sections 300-301 and Government Code sections 12585-2586.	()	()